

RESOLUTION AGREEMENT

Denver Public School District Case Number 08-16-1274

In order to resolve the open allegations in Case No. 08-16-1274, filed against Denver Public School District (District) and opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) and its implementing regulation at 34 C.F.R. part 104 and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-65, and its implementing regulation at 28 C.F.R. part 35, the District agrees to take the actions outlined in this Resolution Agreement. The District's decision to enter into this agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

1. The District will ensure that the affective needs (AN) center program at McAuliffe International School (McAuliffe) is provided a location, resources, materials, and curriculum that are comparable to those the school provides to similarly situated non-disabled students.

REPORTING REQUIREMENT A: By October 31, 2016, the District shall provide for OCR's review and approval a comprehensive analysis, including but not limited to of the location, furniture, equipment, materials, and curriculum, of the comparability of the resources provided in the AN center to those provided in to similarly situated non-disabled students at McAuliffe.

REPORTING REQUIREMENT B: By October 31, 2016, the District will set a date with OCR for a site visit by OCR, to take place within 60 calendar days. The purpose of the visit is for OCR to assess and compare the AN center's location and resources to the locations and resources of similarly situated non-disabled students at McAuliffe.

The District will provide OCR with any information OCR requires in order to make its determination. Additionally, the District will make changes to the location and/or resources of the AN center required by OCR until OCR notifies the District in writing that OCR has determined the District is providing the AN center at McAuliffe with resources that are comparable to those provided to similarly situated non-disabled students.

2. Within 10 calendar days of the date of this Agreement, the District will issue a letter (Letter) to all parents/guardians of students who were placed in the AN center for some or part of the 2015-2016 school year. The Letter shall notify the recipients that 1) the District is required to provide a free appropriate public education (FAPE) to each student with a disability who is in the District's jurisdiction, 2) that "appropriate education" is defined as the provision of regular or special education and related aid and services designated to meet the individual's educational needs as adequately as the needs of non-disabled students, and 3) that the implementation of an IEP is one means of meeting this regulatory requirement. Additionally, the Letter shall notify the recipients that the

District is conducting an audit of all IEPs of students who attended McAuliffe during the 2015-2016 school year to ensure that the District had been properly implementing the IEPs of those students. Finally, the letter shall notify the recipients to contact an individual the District identifies as the point of contact, along with the individual's contact information, to express their concerns, if any, with the implementation of their student's IEP during the 2015-2016 school year.

REPORTING REQUIREMENT: By October 31, 2016, the District will provide OCR with a copy of the Letter, and the names of all recipients to whom the Letter was sent. Additionally, the District will provide whether any recipient contacted the District to express their concerns with the implementation of their student's IEP during the 2015-2016 school year.

3. By November 30, 2016, the District will conduct a comprehensive audit of all IEPs of students enrolled in the AN center during the 2015-2016 school year to determine whether the District implemented all terms of the IEPs for each student. The audit will include, at a minimum:
 - a. A review of each IEP.
 - b. A review of the service logs for each special education and related service provider.
 - c. A review of the PRIDE Points/level system to determine whether the District's use of it had a negative impact on the implementation on any individual student's IEP.

REPORTING REQUIREMENT: By November 30, 2016, the District will provide OCR with the results of the audit. The District shall provide an assurance that it completed the audit, the name/s of the person/s who conducted the audit, the dates of the audit, and any supporting documentation demonstrating its efforts. Additionally, the District shall provide the names of all students whose IEPs were audited, whether the student's IEP was implemented, whether the PRIDE Points/level system had a negative impact on the implementation of the student's IEP, and whether the student's parent/guardian contacted the District expressing concerns with the implementation of the student's IEP.

4. To the extent services were not delivered in accordance with any IEP, or the use of the PRIDE Points/level system had a negative impact on the implementation on any IEP, the District will convene IEP meeting(s) for the relevant student(s) by February 28, 2017. At the IEP meeting(s), the District will develop a plan to deliver compensatory services for any student to whom services were not delivered in accordance to his/her IEP, or who experienced a negative impact on his/her IEP from the application of the PRIDE Points/level system.

REPORTING REQUIREMENT: By March 10, 2017, the District will provide OCR with a copy of documentation demonstrating its plan to deliver compensatory services for any student. At a minimum, the District will provide OCR with a copy of the student's

IEP and the meeting minutes/notes showing the team's determination regarding compensatory services to be provided.

5. The District will send a memo (Memo) to all McAuliffe school leadership, teaching staff, special education and related service providers, the Special Education Chair, and the Section 504 Site Coordinator. The Memo shall be sent to the recipients within 21 calendar days of the date of this agreement. The Memo shall remind the recipients 1) of the District's obligation to provide a FAPE to each student with a disability who is in the District's jurisdiction, 2) that "appropriate education" is defined as the provision of regular or special education and related aid and services designated to meet the individual's educational needs as adequately as the needs of non-disabled students, and 3) that the implementation of an IEP is one means of meeting this regulatory requirement. Additionally, the Memo shall remind the recipients that the failure to fully implement a student's IEP constitutes a violation of Federal law. Finally, the Memo shall include an acknowledgment of receipt and understanding of the Memo for the recipients to sign and return to the District by a specified date.

REPORTING REQUIREMENT: By October 31, 2016, the District will provide OCR with documentation demonstrating compliance with this term. At a minimum, the District will provide OCR with a copy of the Memo, a copy of the signed acknowledgments of the recipients, and a list of recipients who did not provide a signed acknowledgment. For each recipient who did not provide a signed acknowledgment, the District will articulate its efforts to continue to obtain the recipient's signed acknowledgment.

6. If the District's audit determines that use of the PRIDE Points/level system had a negative impact on the implementation on any individual student's IEP, the District shall revise its policies and procedures regarding the PRIDE Points/level system to eliminate any negative impact.

REPORTING REQUIREMENT A: If any such negative impact is found, by November 30, 2016, the District shall submit to OCR for its review and approval its revised policies and procedures regarding the PRIDE Points/level system to eliminate any negative impact. Additionally, the District will make changes to the policies and procedures until OCR notifies the District in writing that OCR has determined that the policies and procedures do not have a negative impact on the implementation of any student's IEP.

REPORTING REQUIREMENT B: Within 30 days of OCR's approval of (1) the revised policies and procedures, the District will (1) adopt, implement, and publish the revised policies and procedures. Within 10 days of the District's adoption and implementation of its revised policies and procedures, the District will provide OCR documentation that it has adopted, implemented, and published the revised policies and procedures, including a list of locations where the revisions are published.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance Section 504 and its implementing regulation at 34 C.F.R. part 104 and Title II and its implementing regulation at 28 C.F.R. part 35, which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. part 104 and Title II and its implementing regulation at 28 C.F.R. part 35, which were at issue in this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

10/4/2016

For Denver Public School District
Name:
Title:

Date